

**Exhibit A**

Nexus has agreed to the assumption of certain specific Assumed Liabilities and to modify the APA as follows:

1. **Target Closing Date:** December 2, 2024, or December 3, 2024, assuming all conditions to closing have been met and so long as any additional costs associated with December rent and other December monthly costs are assumed and paid by the Buyer.

2. **Transition Services Agreement:** Debtors agree to provide TSA services Buyer reasonably requests at fully loaded cost (subject, for the avoidance of doubt, to the Debtors' ability to provide such services), including (a) certain employee benefits specified by Buyer until February 15, 2025 and (b) use of existing bank accounts to operate business for a reasonable period of time to permit orderly transition, if necessary (to be clear, Buyer would not be acquiring any cash that the Debtors are entitled to retain that is held in their bank accounts).

3. **Post-Closing Designation of Leases:** From and after the Closing through the effective date of a chapter 11 plan of liquidation, the Buyer shall have the right to cause any Debtor to designate additional leases that have not yet been rejected by such Debtor to Buyer, its affiliates, and third parties (subject to appropriate notice and opportunity to object for counterparties); provided that any additional costs incurred by the Debtors' estates in connection with such designation, assumption, and/or assignment (including in respect of notice and objection) shall be paid for by the Buyer at the fully loaded cost. To the maximum extent permitted by law, if requested by Buyer, Buyer and the Debtors will agree to reasonable accommodations under the TSA to permit the operation of any leased facilities retained by the Debtors for that period, at the direction of Buyer and at Buyer's sole cost and expense.

4. **Management of Real Estate/Lease Sales:** Before the Closing, parties will reasonably consult with each other regarding the disposition of real estate and leases upon the other party's request, and Debtors will reasonably cooperate (at the sole cost and expense of Buyer) with Buyer to (a) provide Buyer with information regarding parties that have expressed or in the future express interest in owned and leased real property, and (b) facilitate conversations that Buyer may request regarding such matters with prospective buyers and the Debtors' employees and consultants.

5. Subject to the final sentence of this paragraph 5, Buyer shall assume taxes attributable to the pre-closing period to the extent not paid in the ordinary course of business prior to Closing (including arising out of contractual obligations), including with respect to (a) sales taxes, (b) real property taxes, (c) personal property taxes, and (d) state, local and other taxes, to the extent that the forgoing tax liabilities remain unpaid by Seller; provided that Seller shall continue to pay such liabilities in the ordinary course, and, in the case of clause (a) solely with respect to the time period after September 30, 2024, and in the case of clauses (b), (c) and (d) solely with respect to the time period after September 30, 2023. Notwithstanding the foregoing, the foregoing assumed tax liabilities shall be subject and limited entirely to the liabilities contemplated by the existing model and the mutually agreeable amendment to the APA.

6. Buyer shall assume the following other liabilities: (x) gift cards, customer credits and rebates, and similar liabilities and (y) 401K Match for Q3 2024 and any other amounts through termination of the match, which occurred on October 26, 2024.